

INDIANA DIVISION

Pricer Leattars
7015 Indpls Blvd
Ham, Ind

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CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS CONTRACT, made and entered into by and between ALTON B. THOMPSON

(hereinafter called "Seller") and

JOHN F. KWASNY and ROLAND J. KWASNY --

(hereinafter called "Buyer"),

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate (including any improvement or improvements now or hereafter

located on it) in Hammond, Indiana, (such real estate, including improvements, being hereinafter called the "Real Estate"):

Hyde Park, 2nd Addition, Lot 5 and North 1/2 vacant alley adjacent on South, commonly known as 6304 Van Buren, Hammond, Indiana, as shown in Plat (Key No. 34-161-5). Book 22, page 4, in Lake County, Indiana.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
DEC 2 1 25 PM '81
WILLIAM BIELSKI JR
RECORDER

upon the following covenants, terms and conditions:

The Purchase Price and Manner of Payment

1. **The Purchase Price.** As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Forty-Eight Thousand Dollars (\$48,000.00).

2. **The Manner of Payment.** The purchase price shall be paid in the following manner:

(a) The sum of Ten Thousand Dollars (\$10,000.00)

was paid by Buyer to Seller at the time of the execution and delivery of this contract, and the receipt of such sum is hereby acknowledged by Seller.

(b) The sum of Four Hundred Fifty-Six and 31/100 Dollars (\$456.31)

shall be paid monthly, beginning December 5, 1981, and on the same date of each month thereafter, until the remainder of the purchase price, with interest as herein provided, has been paid in full.

*See Article XI

(c) The unpaid balance of the purchase price shall bear interest at the rate of / per annum, such interest to be computed monthly ^{in advance} on the 5th day of each month upon the principal sum unpaid at the beginning of such period. The amount of interest so found due shall be deducted from the amount of aggregate payments made during the succeeding period and the balance of the aggregate of such payments shall be credited against the principal. **See Rider Attached.**

(d) All payments due hereunder shall be made to Sellers at 6304 Van Buren, Hammond, Indiana, or at such other place as Seller shall designate in writing.

II

Prepayment of the Purchase Price

Buyer shall have the privilege of paying without penalty, at any time, any sum or sums in addition to the payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

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Taxes, Assessments and Insurance

- 1. Taxes. Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable May, 1982 and all installments of taxes due and payable thereafter. ~~but shall receive credit for 1981 taxes~~ *ABT by Dec P.O.A. J.K. P.K.*
- 2. Assessments. Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which, after the date of this Agreement, are constructed or installed on or about the Real Estate or otherwise serve the Real Estate. *1981 taxes payable 1982 pro-rated to date of closing*
- 3. Penalties. Buyer agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges.
- 4. Insurance. Buyer agrees to keep the improvements included in the Real Estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. Such insurance shall be carried in a company or companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this contract. ~~Buyers liable for insurance beginning December 5, 1981.~~ *ABT by Dec P.O.A. J.K. P.K. NOV. 30, 1981*

5. Seller's Right to Perform Buyer's Covenants. If Buyer fails to perform any act or to make any payment required of him by this Article III, Seller shall have the right at any time, without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of Seller to perform any act or to make any payment required of Buyer.

The exercise of the right by Seller shall not constitute a release of any obligation of Buyer under this Article III or a waiver of any remedy given Seller under this contract, nor shall such exercise constitute an estoppel to the exercise by Seller of any right or remedy of his for a subsequent failure by Buyer to perform any act or make any payment required by him under this Article III.

Payments made by Seller and all costs and expenses incurred by him in connection with the exercise of such right shall, at the option of Seller, either (a) be payable to Seller by Buyer within 30 days after demand, or (b) be added to principal. In any event such payments and such costs and expenses shall bear interest from the respective dates of making payment or incurring costs and expenses.

IV

Possession

Seller shall deliver to Buyer full and complete possession of the Real Estate at closing, ~~subject to tenants' rights.~~
 After 0 (zero) days from the date hereof Seller shall pay to Buyer \$0.00 (zero) per day for each day Seller withholds possession of the Real Estate from Buyer. Such payment, however, shall not serve to extend the date upon which possession must be delivered to Buyer. Buyer's right of possession shall continue until terminated pursuant to Article IX "Seller's Remedies on Buyer's Default." All utilities shall be paid by Seller to the date possession is given.

V

Evidence of Title (See Rider Attached)

(If title evidence is furnished herewith, strike paragraph B.)

~~A. Seller has furnished Buyer an abstract of title owner's title insurance policy disclosing marketable title to the Real Estate to subject, nevertheless, to the following exceptions:~~ *(strike one)* *(insert date)*

(If title evidence is to be furnished after execution of this contract, strike paragraph A.)

~~B. If Buyer is not in default under this contract, Seller will furnish Buyer an owner's title insurance policy, indicating no liens or judgments present, disclosing marketable title to the Real Estate to a date which is the earlier of (a) a date (after the date of this contract) specified by Buyer in a notice to Seller or (b) a date 60 days prior to the date the final installment under this contract is due.~~ *(strike one)*

A title insurance policy furnished under this contract shall be in the amount of the purchase price and shall be issued by an insurer satisfactory to Buyer.

Any further title evidence shall be at the expense of the Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of Seller or by any judicial proceeding affecting the Real Estate shall be borne by Seller.

Seller covenants and agrees that upon the payment of all sums due under this contract and the prompt and full performance by Buyer of all his covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Warranty Deed, the above described Real Estate subject to restrictions and easements of record as of a date on or before the date of this contract and all taxes and assessments which are Buyer's obligations.

VI

Seller's Right to Mortgage the Real Estate

Seller shall have the right to obtain, without Buyer's consent, a loan or loans secured by mortgage on the Real Estate, and the right to renew any such loan or loans. Seller agrees, however, that the aggregate principal balances of all such loans shall never exceed the unpaid balance of the purchase price for the Real Estate under this contract. If Seller encumbers the Real Estate by a mortgage, Buyer shall have the right to make any omitted payment or payments and to deduct the amount thereof from payments due under this contract. Seller agrees, however, that he will pay all such mortgage loans when due or at such time Buyer pays in full all sums due under this contract, and Seller shall obtain valid releases of all such

has reason to believe a default may exist, exhibit to Buyer receipts for payments made to the holders of any indebtedness secured by any such mortgage.

VII

Assignment of Contract

Buyer may not sell or assign this contract, Buyer's interest therein, or Buyer's interest in the Real Estate, without the written consent of Seller; provided, however, that any such consent shall not be unreasonably withheld, and that no assignment shall operate to relieve either party from liability hereon.

VIII

Use of the Real Estate by Buyer, Seller's Right to Inspection and Buyer's Responsibility for Injuries

1. **Use.** The Real Estate may ----- be rented, leased, or occupied by persons other than Buyer. Buyer may make alterations, changes and make additional improvements (only with) ~~(with)~~ the written consent of Seller having first been obtained. Buyer shall use the Real Estate carefully, and shall keep the same in good repair at his expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of Buyer or of an assignee of Buyer to obtain a lien or attachment against Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate, Buyer shall comply with all applicable laws, ordinances, and regulations of the United States of America, of the State of Indiana, and of the City and County where the Real Estate is situated. In the event of Buyer's breach of this covenant and a re-entry by Seller, Buyer shall deliver the Real Estate to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. **Seller's Right of Inspection.** Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

3. **Buyer's Responsibility for Accidents.** As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate.

IX

Seller's Remedies on Buyer's Default

Time shall be of the essence of this contract.

If Buyer fails, neglects or refuses to make any payment under this contract when due or to perform any of Buyer's covenants, terms and conditions when and as required under this contract:

(1) Seller shall have the right to declare this contract forfeited and terminated, and upon such a declaration, all right, title and interest of Buyer in and to the Real Estate shall immediately cease and Buyer shall then be considered as a tenant holding over without permission and Seller shall be entitled to re-enter and take immediate possession of the Real Estate and to evict Buyer and all persons claiming under him;

(2) Separately or in conjunction with his right under item (1) above, as Seller may elect, Seller shall have the right to file in a court of competent jurisdiction an action to have this contract forfeited and terminated and to recover from Buyer all or any of the following:

(a) possession of the Real Estate;

(b) any installments due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;

(c) interest on the principal from the last date to which interest was paid until judgment or possession is recovered by Seller whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under item (2) (b) above;

(d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this contract;

(e) premiums due and unpaid for insurance which Buyer is obligated to provide under Article III of this contract;

(f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear, acts of God and public authorities;

(g) any other amounts (other than payment of the purchase price) which Buyer is obligated to pay under this contract.

(3) In addition to any other remedy under this contract, Seller shall have such other remedies as are available at law or in equity.

(4) In any case Seller shall have the right to retain (without prejudice to his right to recover any other sums from Buyer, or to have any other remedy, under this contract) all payments made by Buyer to Seller and all sums received by Seller as proceeds of insurance or as other benefits or considerations, in each case made or received under this contract.

(5) Seller shall have the right to file in a court of competent jurisdiction an action to recover all of the unpaid balance of the purchase price (which upon default by Buyer under this contract shall, at the option of Seller, become immediately due and payable) and interest on such unpaid balance until such unpaid balance is paid, together with any taxes, assessments, charges, penalties and insurance premiums paid by Seller under this contract and interest on such amounts until they are paid, unless such amounts (and interest on them) have been added to principal under this contract.

The exercise or attempted exercise by Seller of any right or remedy available under this contract shall not preclude Seller from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed to be an election of remedies, so that no such right or remedy shall be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and in addition to any other right or remedy available under this contract.

~~In any judicial proceeding to enforce this contract Buyer specifically waives, to the extent he lawfully may do, his right, if any, to a hearing preliminary to a judicial order for immediate possession of the Real Estate to be granted to Seller under applicable law.~~

All sums payable under this contract are payable with accrued interest and without relief from valuation or appraisal laws. ~~In addition to any other sum payable by Buyer under this contract, Buyer shall pay any reasonable expense, including attorneys' fees, incurred by Seller in connection with the exercise of any right or remedy under this contract, and the preparation and delivery of notice.~~

The failure or omission of Seller to enforce any of his right or remedies upon any breach of any of the covenants, terms or conditions of this contract shall not bar or abridge any of his rights or remedies upon any subsequent default. **The provisions of Skendzel v. Marshall 330 NE 2d 747 are not**

waived by buyer. Before Seller shall pursue any of his rights or remedies under this Article IX, he shall first give Buyer written notice of the default complained of and Buyer shall have 30 days from the posting of such notice to correct any default; provided, however, 30 days' notice shall be required in the case of any default in payment of any monies agreed to be paid by Buyer under this contract.

X

General Agreements of Parties

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box postage prepaid. **return receipt required.** Unless the rate of interest is otherwise specifically stated, interest provided by this contract shall be computed at the rate set forth in paragraph 2 of Article I of this contract or if no rate is there set forth at the rate of _____ per annum. **The provisions contained in the Rider attached hereto are and for all purposes shall be deemed to be part of this Agreement as though fully set forth herein. XI**

Additional Covenants

- (1) **Principal and Interest:** The \$456.31 per month is broken down as follows: \$402.00 is figured at 14% on original loan. Balance is figured at 12% on total amount of \$5278.00. The \$5278.00 shall be amortized over thirty (30) years, with a balloon payment in ten (10) years.
- (2) **Personal Property Included:** Three (3) stoves and 3 refrigerators, window covering in 3 bedroom units, and carpet in 2 studio units and basement.
- (3) If Sellers' loan at American Savings & Loan is at any time called due, Buyers agree to secure financing to pay the balance called due within the time required by the lending institution.
- (4) The monthly payment for real estate taxes and insurance shall be \$75.00. This amount may be modified based on a future change of rates.

In WITNESS WHEREOF, the Seller and Buyer have executed this instrument in ^{triplicate} duplicate on this

30th day of NOVEMBER, 1981.

John F. Kwasny
Roland J. Kwasny
BUYERS

Alton B. Thompson
SELLERS

STATE OF INDIANA
COUNTY OF Lake

SS:

30th day of November, 1981,

Before me, a Notary Public in and for said County and State, on this 30th day of November, 1981, personally appeared Alton B. Thompson and also appeared _____ and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Christine S. Melton
Notary Public

My commission expires: January 20, 1985
Resident of Lake County.

STATE OF INDIANA
COUNTY OF Lake

SS:

30th day of November, 1981,

Before me, a Notary Public in and for said County and State, on this 30th day of November, 1981, personally appeared John F. Kwasny and also appeared Roland J. Kwasny and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Christine S. Melton
Notary Public

My commission expires: January 20, 1985
Resident of Lake County.

This Instrument was prepared by: MARK H. HOLTAN, Attorney at Law, Attorney at Law.
1644 - 45th Avenue
Munster, Indiana 46321

RIDER TO CONTRACT FOR CONDITIONAL
SALE OF REAL ESTATE

1. AFFIDAVIT OF TITLE. Sellers shall furnish Buyers at or prior to the date of execution of this contract and again prior to final payment of the contract with an Affidavit of Title, covering said dates, subject only to the general exceptions contained in Schedule B of the Commitment of Title Insurance issued by Chicago Title Insurance Company on 11/26/81, rights of way for drainage tiles, ditches, feeders and laterals, if any, roads and highways, streets and alleys, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance. All parties shall execute an "ALTA Loan and Extended Coverage Owner's Policy Statement" and such other documents as are customary or required by the issuer of the commitment for title insurance.

2. PRORATIONS. Insurance premiums, general taxes, water and other utilities shall be ratably adjusted as of the date of execution of this contract. Real estate taxes for the year of possession shall be prorated as of the date of this contract subject to re-proration upon receipt of the actual tax bill. Further, interest on the unpaid principal amount of the purchase price from the date of execution of this contract until the fifth day of the next month shall be a proration credit in favor of the Sellers. ~~Interest shall be payable in arrears as is customary for FHA or VA type loans.~~

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3. LIENS. Buyers or Sellers shall not permit a mechanic's judgment or other lien to attach to the premises. *Seller represents that there are no security deposits.*

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4. ATTORNEY FEES. Buyers or Sellers shall pay all reasonable attorney's fees and costs incurred by the other in enforcing the terms and provisions of this agreement, including forfeiture or specific performance in defending any proceeding to which Buyers or Sellers are made a party defendant as a result of the acts or omissions of the other party.

5. TITLE. (a) At lease one (1) business day prior to the initial closing, Sellers shall furnish or cause to be furnished to Buyers at Sellers' expense a commitment issued by a title insurance company licensed to do business in Indiana to issue a contract purchaser's title insurance policy in the amount of the purchase price covering the date hereof subject only to: (1) the general exceptions contained in the policy; (2) the "permitted exceptions" set forth in paragraph V; (3) prior mortgages permitted in paragraph VI; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money and which shall be removed at or prior to the initial closing and (5) acts done or suffered by or judgments against the Buyers, or those claiming by, through or under the Buyers.

(b) If the title commitment discloses unpermitted exceptions, the Sellers shall have thirty (30) days from the date of delivery thereof to have the said exceptions waived, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions and the initial closing shall be delayed, if necessary, during said thirty (30) day period to allow Sellers time to have said exceptions waived. If the Sellers fail to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for title insurance specified above as to such exceptions, within the specified time, the Buyers may terminate the contract between the parties, or may elect upon notice to the Sellers within ten (10) days after the expiration of the thirty (30) day period, to take the title as it then is, with the right to deduct from the purchase price, liens or encumbrances of a definite or ascertainable amount. If the Buyers do not so elect, the contract between the parties shall become null and void without further action of the parties, and all monies paid by Buyers hereunder shall be refunded.

(c) Every title commitment which conforms with subparagraph (a) shall be conclusive evidence of good title therein shown, as to all matters insured by the policy, subject only to special exceptions therein stated.

(d) If the title commitment discloses judgments against the Buyers which may become liens, the Sellers may declare this Agreement null and void and all earnest money shall be forfeited by the Buyers.

6. SELLERS' REPRESENTATIONS. (a) Sellers expressly warrant to Buyers that no notice from any city, village or other governmental authority of a dwelling code violation which existed in the dwelling structure on the premises herein described before this agreement was executed, has been received by the Sellers, their principal or their agent within ten (10) years of the date of execution of this agreement.

(b) Sellers represent that all equipment and appliances to be conveyed have been fully paid for and are not subject to any liens or encumbrances, with the exception of the stove and refrigerator located on the upper floor which are not paid for in full but which will be paid for by seller. If seller removes the stove and refrigerator or if they are repossessed the sum of \$600 will be deducted from the contract balance. APT by NE PAH

7. INSURANCE. (a) Buyers shall from and after the time specified in paragraph IV for possession be responsible to pay insurance premiums to Sellers in the manner provided in paragraph III(4). Sellers shall use said payments to keep the property and improvements now or hereafter erected thereon insured against loss or damage by fire or other casualty with coverage in an amount specified in writing by Buyers from time to time, which amount shall not be less than the balance of the purchase price hereof. The insurance policy or policies shall be held by Sellers for the benefit of the parties hereto and the interest of any mortgagee or trustee, as their interests may appear. If the amount paid to Sellers by Buyers for insurance pursuant to paragraph XI(4) is not sufficient to pay the insurance premium in full when said premium becomes due, Buyers shall pay the balance of the premium to Sellers at the time said premium becomes due and payable, upon 15 days notice thereof.

(b) In case of loss of or damage to such improvements, whether before or after possession is given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (1) in the event the insurance proceeds

are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvement, or (2) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of the purchase price.

8. FUNDS FOR TAXES AND CHARGES. In addition to the agreed installments, if any, provided in paragraph I(2), Buyers shall deposit with the Sellers on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to one-twelfth the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by Buyers, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable.

The funds shall be held by Seller in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Sellers are hereby authorized and directed to use the funds for the payment of the aforementioned taxes, assessments and premiums. Sellers shall, upon the request of the Buyers, give the Buyers an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due such excess shall be applied first to cure any breach in the performance of the Buyers' covenants or agreements hereunder of which Sellers have given written notice to Buyers, and second, at Buyers' option, as a cash refund to Buyers or a credit

toward Buyers' future obligations hereunder. If the amount of the funds held by Sellers shall not be sufficient to pay all such charges as herein provided, Buyers shall pay to Sellers any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Sellers to Buyers requesting payment thereof.

Sellers may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall Buyers be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this agreement. Upon payment in full of all sums due hereunder, Sellers shall promptly refund to Buyers any funds so held by Sellers.

John F. Kwasny

JOHN F. KWASNY

Alton B. Thompson by
ALTON B. THOMPSON
Harriet E. Stodling
Power of attorney

Roland J. Kwasny

ROLAND J. KWASNY